

6. MECHANICAL DEDUCTION TABLE

Cause of Deduction	Calculation of Deduction
A. Failure to be on-site within the specified time in response to a request from authorized personnel, for Emergency Callback Services ref. Section C, par. XI	A. The Contractor shall be held liable for all costs incurred by the Government due to the Contractor's failure to perform. This includes all costs associated with correcting the Emergency conditions, as well as costs involved in repairing the damage to equipment, systems, or the building which results from the Contractor's failure to respond within the specified time after requested by the CO, COR, or the COR's representative, or GSA Control Center.
B. Failure to correct a request for service issued by the COR, his representative, or GSA Control Center for a response to an EMERGENCY request "during" Occupant Work Hours within the time frame as defined in Section C, par. XI	B. The Contractor shall be held liable for all costs incurred by the Government due to the Contractor's failure to perform. This includes all costs associated with correcting the Emergency conditions as well as costs involved in repairing the damage to equipment, systems, or the building which results from the Contractor's failure to correct the request within the time frame defined in this specification.
C. Contractor's failure to properly operate any equipment or system covered by this contract.	C. The Contractor shall be held liable for all costs incurred by the Government due to the Contractor's failure to properly operate any equipment or system covered by this contract. This includes all costs associated with correcting the damage to any equipment or system, which results from the Contractor's failure to properly operate such equipment or systems.

D. Contractor's failure to perform or to correctly perform Preventative Maintenance as defined by the Contract specifications and by the COR approved PM schedule.

D. The Contractor shall be held liable for all costs incurred by the Government to have the Preventive Maintenance performed by other means or if requested by the COR, to re-perform the unacceptable Preventative Maintenance.

-OR-

NOTE: All PM must be completed in its entirety. No partial payments will be made to the Contractor for PM Guide Check Points that are successfully completed when other PM Guide Check Points are not accomplished in an acceptable manner to the COR. Only fully completed and COR accepted PM Guides will be honored for payment under the Basic Services portion of the Contractor's monthly payment. All PM that is due as a monthly maintenance item must be completed in full or a deduction will be taken, as monthly PM cannot be re-performed or performed late. When deductions are taken for any non-performed PM or unacceptable PM performance, the methods for calculating deductions on the right side of this page will be used.

The government may elect to deduct from the Contractor for non-performed or improperly performed PM at \$36.00 per hour. This hourly rate has been established using the average price for PM service in the DC area. Deductions will be calculated by multiplying this hourly rate times the number of hours for the non-performed PM as shown in the GSA PM Desk Guide, pages 1-22, issued 3/3/93. The new Desk Guide supersedes the PBS Handbook P 5850.1b, Appendix F, which previously identified the hours required to perform PM functions as described in Exhibit 3.

\$\$\$\$\$\$\$\$	X	PM Desk Guide	=	\$\$\$\$\$\$\$\$
Contractor's Hourly Rate		Hours required to perform PM		Deduction

E. Failure to perform any repairs or to perform repairs in an unsatisfactory manner as determined by the COR.

E. The Contractor will be held liable for all costs incurred by the Government to have repairs performed by other means or to have the Contractor perform again the repair to a level which is satisfactory and acceptable to the COR. This includes all administrative costs incurred by the Government in another procurement or in re-inspection costs, whichever is applicable.

F. Failure to provide response to Routine or Urgent Service Calls as defined in Section C, par. XI

F. The Contractor will be held responsible for providing the required response to routine service calls as defined in Section C, par. XI. For each hour or portion thereof that the Contractor does not provide such response by his personnel, a deduction will be imposed by multiplying **\$75.00** per/hour times the number of hours that have expired since the Contractor was required to respond after being notified of the service call need, and the actual time the on-site response was provided. This deduction is in addition to any other deductions, which apply in this deduction table.

-OR-

The Contractor shall be held liable for all costs incurred by the Government due to the Contractor's failure to perform. This includes all costs associated with correcting the non-emergency conditions, as well as costs incurred in repairing the damage to equipment, systems, or the building, which is a direct result from the Contractor's failure to correct the response request within the time frame defined in this specification.

G. Failure to provide qualified on-site operating personnel in accordance with contract specifications and the Contractor's approved Building Operational Plan.

G. A deduction will be taken for each hour, or portion thereof, that services are not provided. Deduction rate for the Chief Engineer /Supervisor shall be is **\$100.00** per hour. Deduction rate for the 3rd class Engineer shall be is **\$75.00** per hour.

H. Failure to start-up or operate any mechanical equipment as defined in the Contractor's approved Building Operating Plan. This includes not having the building or any portion of the building at the appropriate temperatures by start of occupant work hours or not providing ventilation as defined in Section C. par. XI. This deduction may be taken even though the tenant agency did not release personnel due to unacceptable environmental conditions caused by the Contractor's failure.

H. A deduction will be taken for each hour, or portion thereof, that services are not provided. A deduction of **\$250** per hour for **Failure to start-up or operate mechanical equipment**.

OR-

Deductions may be taken for all actual cost incurred by the Government for having such services performed by any other methods.

I. Failure to secure any building equipment in accordance with the Contractor's approved Building Operating Plan.

I. A deduction will be taken for each hour, or portion of an hour, that equipment is not secured, based on the following formula below.

Electric Consumption Formula:

$$\begin{array}{ccccccc} \text{Total Rate} & & & & & & \\ \text{Horsepower} & \times .746 & \times & \text{Kilo-} & \times & \text{Service} & \times & \text{Cost per} & & \text{Dollar} \\ & & & \text{Watts} & & \text{Time} & & \text{KWH at} & = & \text{Deduction} \\ & & & & & & & \text{Time of} & & \\ & & & & & & & \text{Deduction} & & \end{array}$$

J. Should any equipment fail or become damaged as a result of incomplete or unacceptable performance or for nonperformance of Preventative Maintenance or repairs, the Contractor shall be held responsible for such failures and deductions will be made.

K. Any failure on the part of the Contractor to perform contract specification, or follow approved operating plans, which directly results in occupiable space becoming untenable.

J. Deductions may be made for the full amount of all costs incurred by the Government to correct Contractor caused damage, to restore damaged equipment or systems to an equal operational status as before such damage was incurred.

K. Deduction may be taken using the formula shown below and on the following pages in this section.

NOTE:

Occupiable space becoming untenable will be determined by:

A. The COR, based on Health and safety consideration.

-OR-

B. The heads of occupant Agencies based on health and safety consideration in the building environment that prevents Agency personnel from effectively performing their duties. When the head of an agency is forced to dismiss workers on administrative leave due to unacceptable building environmental conditions, the space is deemed untenable for purposes of this contract.

Deduction Calculation
"Formula"

$$\text{MP} / 21 (\text{Days}) = \text{Deduction}$$

$$\text{USF} / \text{TSF} = \text{PBU}$$

$$\text{PBU} \times (\text{MP} / 21 \text{ Days}) = \text{Deduction}$$

$$\text{MP} / 21 (\text{Days}) = \text{DP}$$

$$\text{AUH} / \text{DOH} = \text{PWU}$$

$$\text{DP} \times \text{PWU} = \text{DEDUCTION } (\$)$$

C. Calculating Deduction for untenable space by methods No. 1, No. 2 or No. 3, whichever is appropriate as follows:

(1) Entire building untenable for an entire occupant workday. Divide the "monthly payment" (MP) by 21 days to equal deduction.

(2) Partial building untenable for an entire occupant workday. Divide the "untenable occupiable square footage" (USF) by the "total building occupiable square footage" (TSF) to equal "portion of building untenable" (PFU). Now multiply the (PFU) by (MP) divided by 21 days to equal deduction.

(3) Entire building untenable for a portion of an occupant workday.

(a) Divide the "monthly payment" (MP) by 21 days to equal "daily payment" (DP).

(b) Divide the "actual untenable hours" (AUH) by the total "daily occupant hours" (DOH) to equal "portion of workday untenable" (PWU).

(c) Multiply "daily payment" (DP) by the "portion of workday untenable" (PWU) to equal deduction.

(4) Partial building untenable for a portion of an occupant workday.

$$MP / 21 \text{ (Days)} = DP$$

(a) Divide the "monthly payment" (MP) by 21 days to equal "daily payment" (DP).

$$AUH / DOH = PWU$$

(b) Divide the "actual untenable hours" (AUH) by the total "daily occupant hours" (DOH) to equal "portion of workday untenable" (PWU).

$$USF / TSF = PBU$$

(c) Divide the "untenable occupiable square footage" (USF) by the "total building occupiable square footage" (TSF) to equal portion of building untenable (PBU).

$$PWU \times PBU = \text{Deduction } (\$)$$

(d) Multiply (PWU) by (PBU) to equal the deduction.

L. Any other failure to perform, or perform satisfactorily in accordance with any portion of the specifications, approved plans, or failure to provide the necessary contract deliverables.

L. Deduction may be taken based upon documented, actual cost to the Government, for correcting Contractor's failure to satisfactorily perform any portion of the contract specifications.

SECTION H SPECIAL CONTRACT REQUIREMENTS

1. REQUIREMENTS OF CONTRACTOR:

The Contractor shall meet the following requirements as specified in GSAR, 552,237-71 and FAR 52.222-3:

a) Government Employees:

The Contractor shall not employ any person currently employed by the United States Government if the employment of that person would create a conflict of interest.

b) Uniform Requirement:

Each Contractor employee, including supervisors, shall present a neat appearance and wear appropriate uniforms with employee name and company logo affixed thereon in a permanent or semi-permanent manner.

2. LICENSING:

a) Licenses:

- 1) Where applicable contractor personnel engaged in specialty operations and activities specified by this contract shall possess licenses issued by the District of Columbia or equivalent.
- 2) Technician(s) performing the fire alarm maintenance/service must possess a current NICET Level III Certification or higher. The Contractor must provide, for the COR's approval, documentation of the technician's training and/or factory certification from the manufacturer for the type of equipment located in the building. Additionally, the Contractor performing the maintenance/service must have at least three (3) years of successful experience in fire alarm systems service, and must be able to demonstrate a good working knowledge of any fire protection system, and components covered by this contract. This may include waterbased sprinklers, fire pumps, smokecontrol, stairwell pressurization, kitchen hood, carbon dioxide, and halon systems.
- 3) The contractor shall submit resumes to the CO for all personnel engaged in the performance of this contract 10 days before contract start date. Additionally, the Contractor shall include a copy of each employees current District of Columbia license and other certifications, i.e., NICET, CFC Certificate...etc.
- 4) The Contractor shall provide the same documentation for all new employees hired after contract start and shall submit such information to the CO no later than 10 days before each employee commences work.

3. SECURITY REQUIREMENTS:

a) Sign in/Sign out Log:

The GSA Form 139 requires all Contract employees to sign in and sign out when entering and leaving the building.

b) Identification/Building Pass:

All Contractor employees shall possess and display authorized building passes. The contractor shall ensure that all employees return building passes upon termination of employment.

c) Clearances:

The Government shall have full and complete authority to grant or deny clearances for contract employees.

4. SECURITY CLEARANCE REQUIREMENTS:

Non-Classified Contract:

a) For contractor employees performing work at a GSA-owned or leased facility for a period of thirty days or longer, the contractor shall submit to the COR the following information:

- (1) Two GSA Forms FD-258, Fingerprint Chart
- (2) One GSA Form 176, Statement of Personal History

b) The above information shall be submitted to the COR no later than ten working days after award of the contract or fifteen working days prior to any new employee starting work under this contract.

c) GSA will perform a criminal history check, by name and date of birth from the state of residence.

d) The contractor shall employ U.S. citizens or legal immigrants. When the contractor employs legal immigrants, the contractor shall provide copies of the individuals' green cards to the COR with submission of the fingerprint cards and personal histories. GSA will perform background checks and provide approval or rejection of employee within 15 working days.

e) No employee or subcontractor will be allowed to perform any work under this contract without receiving prior clearance from GSA.

f) The COR reserves the right to require the contractor to re-submit the documents at any time. The above forms must be submitted to the COR within three working days of receiving such a request. Failure to provide the documents within the specified time

period will result in the removal of the employee until such time that the documents are submitted, reviewed and approved.

g) The Government shall have, and exercise, full and complete control over granting, denying, withholding, and termination of clearances for any employees.

h) The authority of the Federal Protective Service (FPS) to perform suitability determinations and background checks in areas under GSA jurisdiction is provided in the following:

- i. GSA Organizational Manual (OHR P 5440.154)
- ii. (OPM) FPM, Chapter 731, (Personnel Suitability) and Chapter 732 (Personnel Security)
- iii. PBS P 5930.17C, Chapter 8 (Contract Suitability System)

5. CRIMINAL LIABILITY:

It is understood that disclosures of information relating to the work or services here under to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, the Contractor's agents, or employees to criminal liabilities under Title 18, Sections 793, 794, and 798 of the United States Code.

6. STANDARDS OF CONDUCT:

The Contractor shall be responsible for standards of employee conduct as deemed appropriate by the COR. Government telephones shall not be used by contractor or employees unless approved by the COR.

7. DISPOSITION IF MATERIAL:

Upon termination or completion of work under this contract, the Contractor shall dispose of all residual materials as may be directed by the Contracting Officer, or as specified elsewhere in this contract.

8. SAFETY, ACCIDENT and FIRE PROTECTION:

The operation and maintenance, repair, alteration, protection and safety activities shall comply with the following: 29 CFR Part 1900, OSHA General Industry Standard, EPA Guidance for Controlling Asbestos Containing Materials in Buildings (Report No. EPA 560/5-85-024) as supplemented by GSA'S draft Asbestos Management Control and Abatement Guide; and Federal Property Management Regulations, Part 101-20.

9. HAZARDOUS MATERIALS & REFRIGERANTS (CFC's):

All operation and maintenance activities specified under this contract shall comply with the Hazardous Material requirements listed in **Exhibit 2**. The Contractor shall pay any fines assessed and comply with all provisions, including all amendments, of the Environmental Protection Agency's (EPA) Clean Air Act of 1990, which provides guidance to the Contractor regarding the purchase, storage, use, containment, disposal, and record keeping practices for all refrigerants used in the performance of this contract. All employees who handle refrigerants containing Chlorofluorocarbon refrigerants (CFC) shall possess a CFC Universal certification.

Any additional requirements of the Clean Air Act that become effective after the start of this contract shall be the responsibility of the Contractor to comply with at no additional cost to the Government

SPECIAL CONTRACT REQUIREMENTS:

1. SECURITY REQUIREMENTS:

The successful contractor shall submit to the CO and COR a copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. A general contractor's license may be substituted for the business license in the state that issues such licenses.

It is the responsibility of the contractor disseminating SBU information to assure that the recipient is an authorized user and to keep records of recipients. A Valid picture state driver's license shall be required of person's picking up SBU documents.

Sign in/Sign out Log: The GSA Form 139 is the designated log format used for contract employees to identify themselves by providing appropriate information and their signatures as they enter and leave the building. The Government requires all contract employees to use this form whenever they enter or leave the building, which includes during hours of operation, when providing Reimbursable Services, Deficiency Repair, or when providing any basic services. Each Contract employee must sign out (in addition to signing in) using the same line that was used to sign in. Contract Supervisors must indicate their titles along side their signatures. The GSA Form 139 Log shall be signed by all contract employees at the building entrance, or other location designated by the COR.

Identification/Building Pass(es)

Control of Passes: The contractor shall ensure that every employee has a GSA/contractor identification/building pass before the employee enters on duty. The Government shall furnish these passes using GSA Form 15, Night, Weekend and Holiday Pass, which the contractor is responsible for completing. The contractor and the COR shall sign each pass issued. The contractor shall ensure that all passes are returned to the COR upon expiration of the contract, or when employees are dismissed or terminated.

Personal Identification: The contractor shall ensure that all employees, including subcontractor employees, display building passes at all times. For verification purposes, the COR, or his designated representative, shall periodically compare passes issued to Contract employees with their personal identification.

Clearances: The Government will have full and complete authority over granting, denying, withholding, or terminating clearances for contract employees. The Government may authorize and grant temporary clearances to employees. However, the granting of a temporary clearance shall not be considered assurance that full clearance will follow. The granting of either temporary or permanent clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

HSPD12: On August 27, 2004, President Bush issued Homeland Security Presidential Directive 12 (HSPD-12) calling for a mandatory, government-wide standard for secure and reliable forms of identification issued by the federal government to its employees and to the employees of federal contractors. Contact: HSPD12PMO@GSA.gov.

SECURITY SYSTEMS: The contractor shall not perform alterations to the building security system for any reason.

3. SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT)

CLEARANCE OF CONTRACT EMPLOYEE PERSONNEL

OVERVIEW

Homeland Security Presidential Directive-12 "Policy for a Common Identification Standard for Federal Employees and Contractors" (the Directive) became effective August 27, 2004. The contractor shall comply with guidance concerning implementation of the Directive provided below:

PURPOSE

Consistent with the Homeland Security Presidential Directive – 12 (HSPD-12), and the Memorandum of Agreement (MOA) between the General Services Administration (GSA) and the Department of Homeland Security (DHS), Federal Protective Service (FPS) the procedures for processing Contractor Employee (CE) background investigation (BI) packages under the Contract Suitability Adjudication (CSA) Program have been revised. This guidance provides the new requirements and procedures to be followed for initiating investigation within the National Capital Region. When a favorable suitability determination is rendered by the FPS, it may result in eligibility to be issued a Personal Identity Verification (PIV) credential used as an access "badge" for Federal Employees and contractor personnel within the National Capital Region (NCR)

SCOPE

These policies and procedures provide guidance for initiating and submitting BI for CE personnel working in federal facilities under GSA jurisdiction in NCR.

PROCESS

1) INVESTIGATIVE GUIDELINES

- a) Every CE requiring unescorted physical access to GSA owned or leased facilities and/or logical access to federal Information Technology (IT) systems, will receive an appropriate BI. The scope of the BI will depend on the risk level of the contractor position.
- b) The DHS FPS CSA Regional staff has overall responsibility for processing investigations consistent with HSPD-12 requirements and standards.
- c) CE fingerprints may be taken by DHS law enforcement personnel, other law enforcement personnel, contractor company security staff or other government employee or in some cases a cleared company, contractor security staff.
- d) The FD 258 fingerprint form is used. All FBI Form: FD 258 – Applicant fingerprint Card (white/Blue ink) require the signature of the person fingerprinted, and the signature of the individual taking the fingerprints.
 - i) CE or applicant shall appear in person and provide two forms of identity source documents in original form to individual or agency taking fingerprints to prove identity.
 - ii) The identity source documents must come from the list of acceptable documents listed on the DHS US Citizenship and Immigrations Services (CIS) Employment Eligibility Verification I-9. (Attachment 2) At least one document shall be a valid State or Federal government issued picture identification (ID).

The FPS Contract Suitability Adjudication Program has procedures in place to accept the GSA position sensitivity determinations and the risk level of each CE position. These procedures are consistent with the definition under *HSPD-12* guidance and the GSA/DHS FPS MOA. Provided below are guidelines and additional information to assist in determining appropriate risk classification: